

TOWN OF EATONVILLE

Staff Report

Attention: \_\_\_\_\_

Date: 11/19/2015

Subject: Review Historical Society request to

Prepared by: Kathy Linnemeyer

place Milk House on Town-owned

\_\_\_\_\_

property

\_\_\_\_\_

Summary:

On February 23, 2009, the Eatonville Town Council approved a 25 year Lease Agreement between the Town of Eatonville and the Historical Society. The lease includes 193.5 x 137.5 feet of property located at the corner of Mashell Ave South and Alder St.

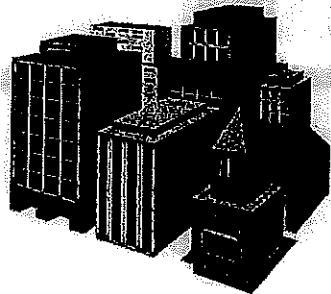
The Historical Society is petitioning to expand the use of this area to include placement of a Tofu Milk House and submitted a Permit Application on November 5, 2015.

The Building Official has requested additional information from the applicant regarding the project.

Attachments:

- Building Permit Application
- Historical Society Lease Agreement including attachments as approved by the Town Council
- Resolution 2009-H
- Building Official’s Memo

Town of Eatonville  
Commercial Permits



SenemaT@rainierconnect.com

201 Center St W / PO Box 309  
Eatonville WA . 98328  
(360)832-3361 Fax:(360)832-2573

Bob Walters. 253.988.  
0904  
# 131.

Date: 11-5-15 Permit #

Parcel # REQUIRED: 0416232019 Site Address: 101 Alder St. E., Eatonville

Property Owner: Town of Eatonville Owner Phone:

Mailing Address: City: Zip:

Contractor: Chet Tomczak (Chet's Housemoving) Contact Name: same

Mailing Address: 16420 46th Ave E. City: Tacoma Zip: 98446

Phone: 253-535-4558 Cell #: 253-732-8339 Fax #:

WA. License #: chetshmo34n5 COPY Y/N Expiration Date: TOE Bus. Lic #

Mortgage Lender Name: Address: City

Mortgage Loan # Mortgage Phone # Fax#

Address: City ST Zip

Description of Project: (See attached sheet)

Building Permit Information

TYPE OF CONSTRUCTION		Area in Sq Ft	
		RESIDENTIAL	SQ FT
# of Commercial Units		First Floor	288
Zoning C-1 C-2 Industrial Aerospace District		Second Floor	
# of Offices		Basement	
# of Restrooms		Garage	
Impervious Surface		Parking	
Occupancy Type		Lot Size	
Occupant Load		Change of Use	
Bldg Height		Air Conditioned	
Lot Coverage (%)		Sprinkled	
Heat Type	None		
		VALUATION:	\$

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT.

BY LEAVING THE CONTRACTOR INFORMATION SECTION BLANK, I HEREBY CERTIFY FURTHER THAT CONTRACTORS (GENERAL OR SUBCONTRACTORS) WILL NOT BE HIRED TO PERFORM ANY WORK IN ASSOCIATION WITH THIS PERMIT.

OWNER / CONTRACTOR SIGNATURE DATE PRINT NAME

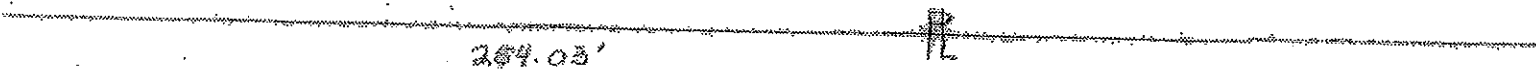
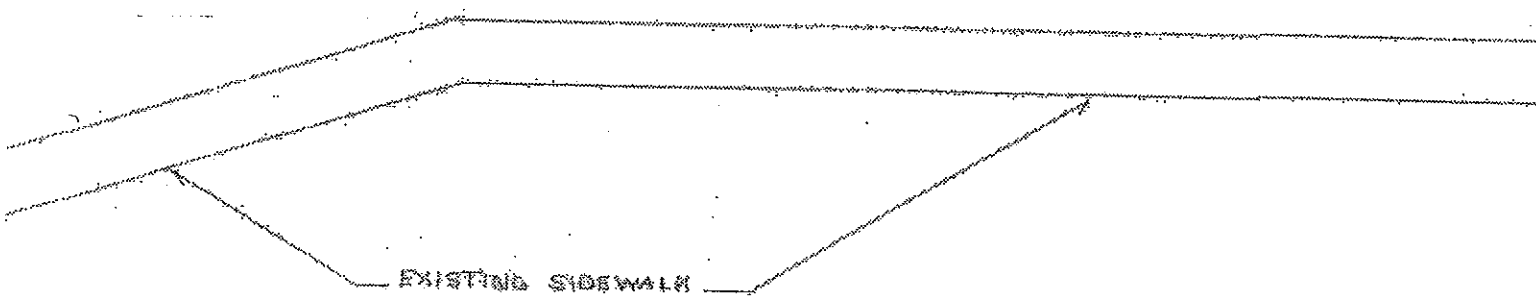
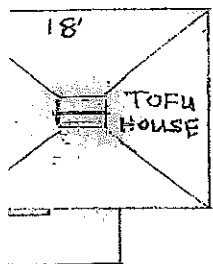
November 5, 2015 - Tofu House Move Project Description

Parcel # 0416232019

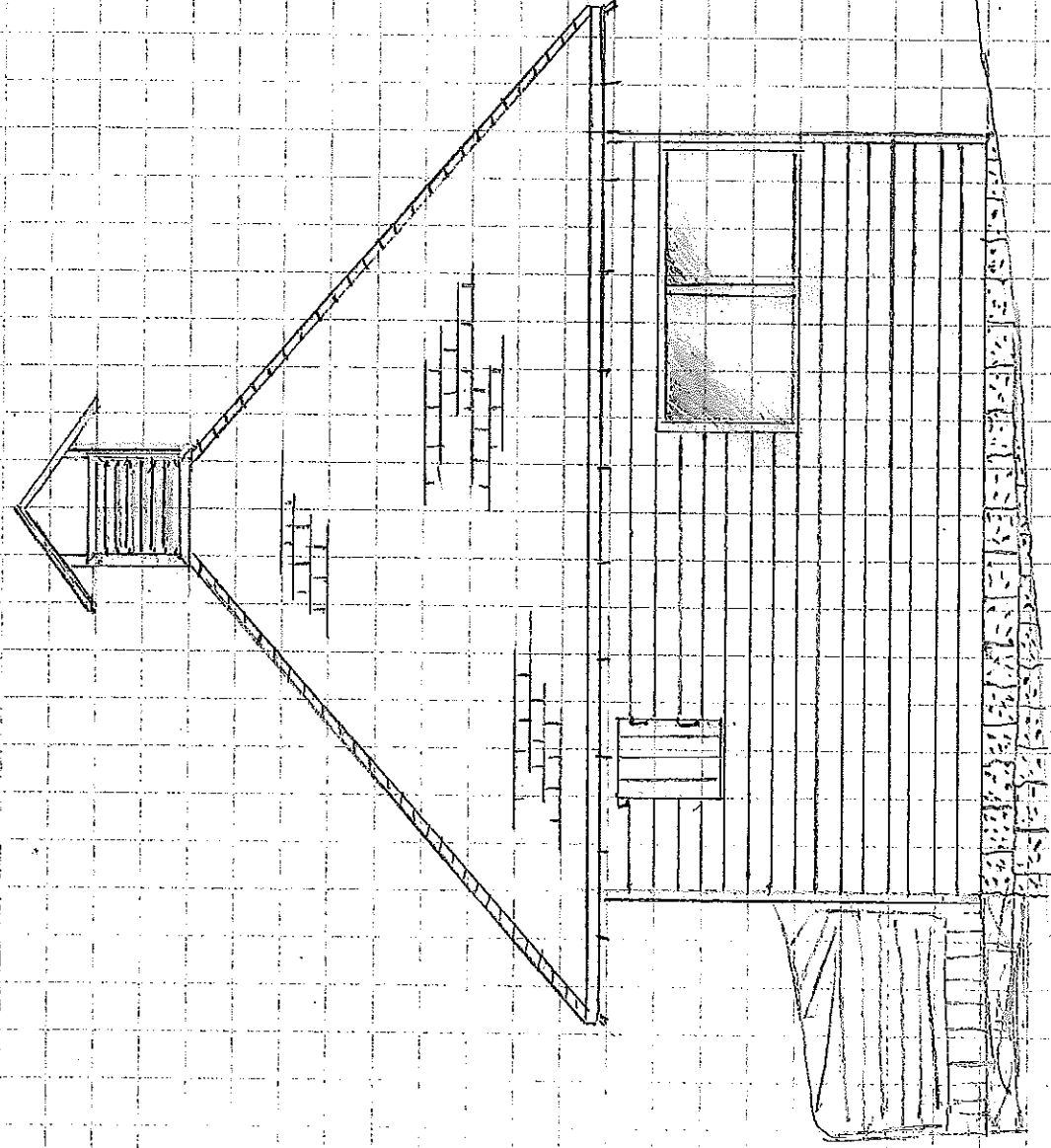
**Summary:** Relocate historic milkhouse to museum property leased by the Historical Society at Mill Pond Park

Prepare a split-face cement block foundation; move the building to the site, construct a boardwalk access with safety railing, install gutters and roof runoff water retention system, and begin restoration of the building. A simple interpretive sign will be erected explaining the building's significance, and the ongoing restoration and further interpretation to come.

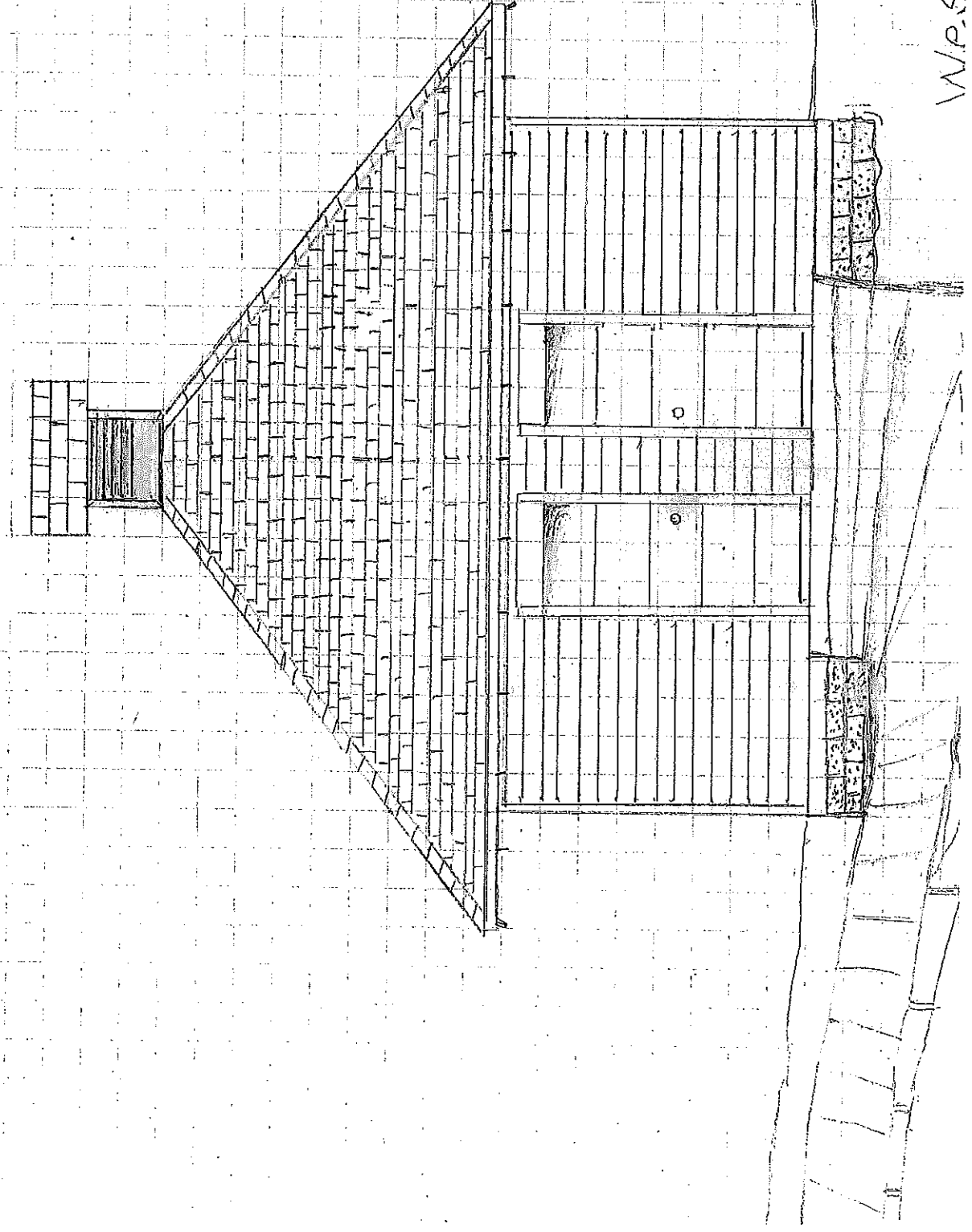
Gutters from the period (1910's) will be installed. Roof runoff will be directed via open chain downspouts at the two west corners of the building, into washed gravel trenches extending downslope, two feet deep, one foot wide and eight feet long, with filter fabric over the top.



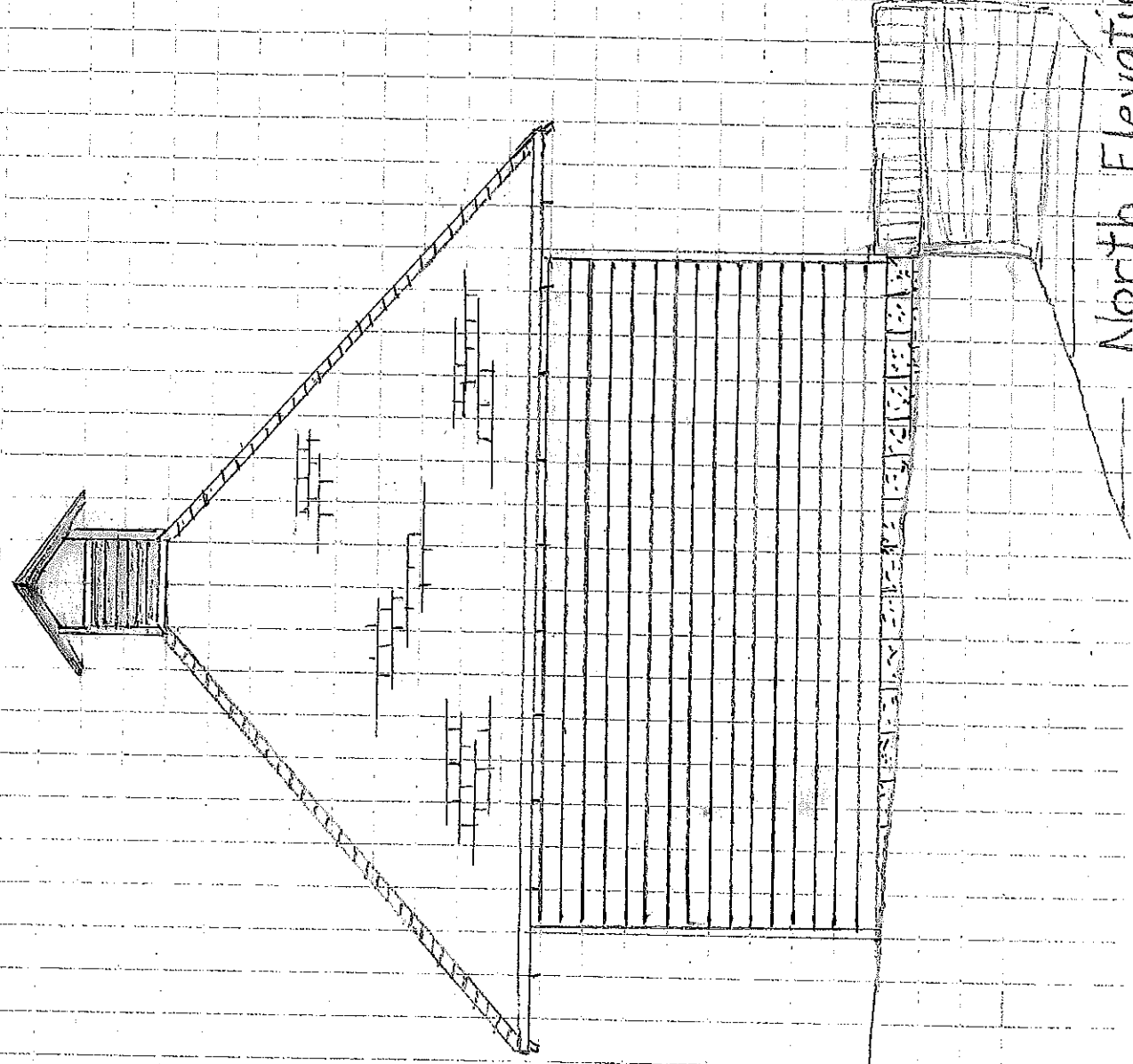
MICHEL AVE.



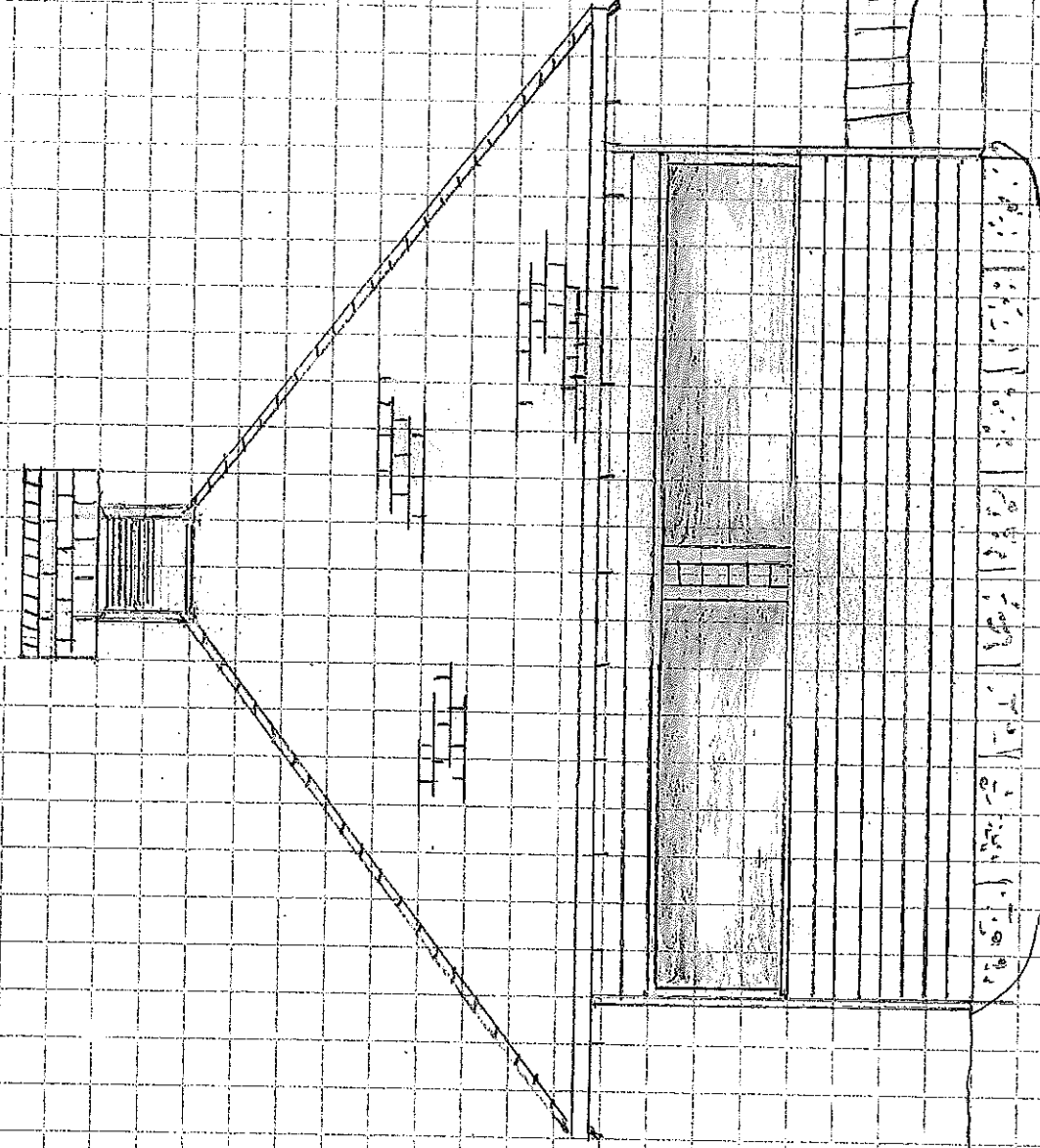
South Elevation



West Elevation



North Elevation



East Elevation



# Town of Eatonville

Incorporated October 28, 1909

P.O. Box 309 • 201 Center St. W.  
Eatonville, WA 98328  
360-832-3361 • Fax: 360-832-3977

## LEASE AGREEMENT

This Lease agreement made and entered into this 23<sup>rd</sup> day of February, 2009, between the Town of Eatonville, a municipal corporation, hereinafter referred to as Lessor, and South Pierce County Historical Society, a Washington State Non-profit corporation, hereinafter referred to as Lessee.

1. **Property-** The Lessor hereby Leases to Lessee, and the Lessee hereby Leases from Lessor, the following described premises situated in the Town of Eatonville, County of Pierce, State of Washington : As shown on exhibit A (property description to be established)
2. **Term-** The term of this Lease shall commence on the 1<sup>st</sup> day of March, 2009 and shall be for a 25 year term. The Lease will be renewed upon mutual agreement of the Lessee and Lessor for each additional 25-year term. If Lease renewal is declined, ownership of historic buildings and equipment reverts to the Lessee.
3. **Fee-** Lessee shall pay the Lessor an annual fee of Twenty-Five Dollars (\$25.00), payable upon the date of commencement of this Lease and on the anniversary date following.
4. **Use of Property-** Lessee shall use the subject premises as a heritage park for the common benefit of the Town, its residents, and visitors. Lessee shall operate and maintain a historical museum and park on the premises for historical events, fundraising events and community activities. While commercial vendors may participate in these activities, only non-profit uses of the property shall be permitted. Events will be held solely to achieve the Lessee's non-profit mission. Lessee agrees not to assign its rights under this Lease or sublet this property without the express written consent of the Lessor. Written consent shall not be withheld, so long as the subject property shall be used as contemplated under this Lease. The Lessee shall have the right to operate and develop said property consistent with the plan and schedule for an historic heritage park attached as Appendix B. All buildings and improvements placed on the premises by Lessee shall conform to applicable Town building code, including relevant codes for new and renovated structures consistent with the era of construction. The Lessee shall have the right to charge fees for the exclusive use of the premises, or any part thereof, for fundraising purposes if the use is consistent with this paragraph.
5. **Compliance with law-** Lessee shall comply with all laws, ordinances, and regulations applicable to the use of the subject premises, and shall promptly comply with all governmental orders and directives for their correction, prevention and abatement of nuisance, in or upon or connected with the use of the subject premises all at the Lessee's sole expense. Lessor shall comply with all the laws, ordinances. and regulations

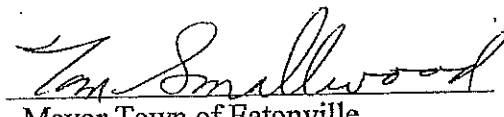
applicable to those elements of the premises which it has an obligation to repair and maintain under this Lease Agreement.

6. **Repair and maintenance of Leased Premises-** The Lessee shall be responsible for the repair, maintenance, beautification and upkeep of the real property as well as any improvements placed thereon. The Leased parcel does not include the frontage strips and the concrete pathway on the west side; therefore the Lessor shall be responsible for these improvements. Lessee shall endeavor at all times to keep the property clean and in a good state of repair, and will comply, at Lessee's expense, with any directives by Lessor regarding said obligation. All construction and maintenance beyond routine chores conducted by the Lessee's volunteer members shall be carried out in accordance with state labor and industry standards, and state safety regulations. Lessor may at times conduct maintenance duties such as mowing the Mill Pond Park premises which includes the open areas of the historical society leased property.
7. **Utility Service-** The Lessee shall pay for all utilities used on said premises during the term of this Lease, except for those consumed for operation of the mill whistle sculpt or for power mowing.
8. **Taxes-** Lessee shall pay before delinquency, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, Leasehold improvements, merchandise and other personal property in or upon the premises.
9. **Insurance-** Lessee agrees to keep and hold Lessor harmless from any suit or claim for damage or injuries sustained on the premises and arising out of Lessee's use of the premises during the term of this Lease and in connection therewith. Lessee agrees to carry public liability insurance with limits of at least \$100,000 for injury to one person, \$500,000 for injury to persons in one accident, and to provide the Lessor named herein with the name and address of the insurance carrier providing said coverage.
10. **Right of Inspection-** Lessor and its agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the premises for the purpose of inspecting the premises and all buildings and improvements thereon.
11. **Termination-** This Lease may be terminated, on thirty days notice, for any breach or grievance, such as substantive non-conformance with, or use of, the property, when compared to the original plan. Such 30-day notice of grievance or breach shall be delivered by the aggrieved party to the other party of the Lease, within ten (10) days from the date the alleged breach is discovered, in order for the termination procedure to be initiated. The notice shall be signed and dated, and shall include the stated intent to terminate. The procedure for rectifying a grievance to prevent termination if neither party is willing to concede error will be to select a arbitrator from a list provided by the Association of Washington Cities.
12. **Parties-** notices regarding this Lease shall be mailed to:

President  
South Pierce County Historical Society  
101 Alder Street East  
PO Box 1966  
Eatonville, WA 9832

Town of Eatonville  
201 Center Street West  
PO Box 309  
Eatonville, WA 98329

  
\_\_\_\_\_  
President, South Pierce Historical Society

  
\_\_\_\_\_  
Mayor Town of Eatonville

# Town of Eatonville

Incorporated October 28, 1909

P.O. Box 309 • 201 Center St. W.

Eatonville, WA 98328

360-832-3361 • Fax: 360-832-3977

## HISTORICAL SOCIETY OPTION AGREEMENT

The Pierce County Historical Society may at their discretion request an option for an additional amount of land to be added to the existing lease between the Town and the Historical Society based upon the following conditions. Condition one the Historical Society must demonstrate that the additional leased land is necessary by providing a description of the grant and a blank copy of the grant application. Two the Historical Society must show by the use of a site plan that the space is necessary to implement one or more of their expansion facilities or a facility not yet identified in their site plan.







**Historical Society Lease**

— Proposed Property Lease Area

As Amended by Council  
137.5 on 2-23-09 Resolution 2009-11

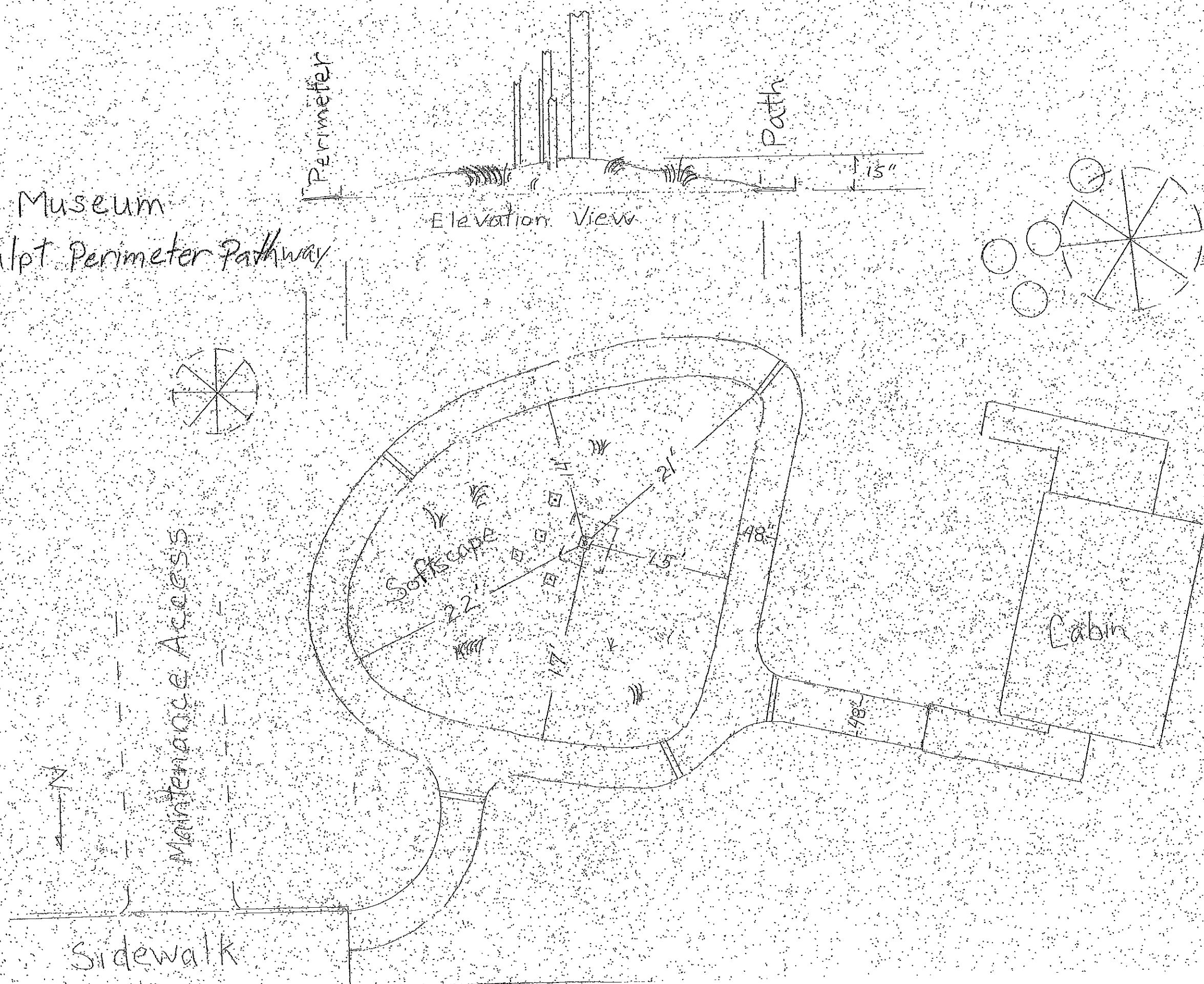
193.5'

193.5'





# Stage Stop Museum Whistle Sculpt Perimeter Pathway



RESOLUTION 2009-H

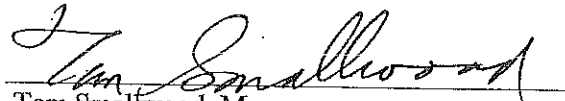
**A RESOLUTION OF THE EATONVILLE TOWN COUNCIL AUTHORIZING THE MAYOR  
TO SIGN A CONTRACT AGREEMENT WITH THE SOUTH PIERCE COUNTY HISTORICAL  
SOCIETY.**

**WHEREAS**, the Town of Eatonville Council authorizes the Mayor to sign an agreement with the South Pierce County Historical Society.


**BE IT RESOLVED** by the Council of the Town of Eatonville as follows:

Section 1. The Council hereby authorizes the Mayor to sign a lease (as attached) with the South Pierce County Historical Society for a period of 25 years to commence on March 1, 2009 and shall terminate on March 1, 2034 for an area which is indicated on Exhibit A (attached).


**PASSED** by the Council of the Town of Eatonville at a regular meeting this 23rd day of February, 2009.

  
Tom Smallwood, Mayor

ATTEST:

  
Chrystal McGlone, Town Clerk

APPROVED AS TO FORM:

  
Edward G Hudson, Town Attorney

# **Memorandum**

**To: Mayor Schaub, Counsel**

**CC:** Kathy Lynnemeyer

**From:** Tim Lincoln

**Date:** 11/19/15

**Re:** Historical Society, Tofu House.

This is to inform you that the Building that is to be moved into the Mill Pond Park for the Historical Society will need to meet ADA requirements, along with providing Emergency lighting and exiting for the Public. We will also need drawing for the foundation in which the building is to sit on and how it will be connected to, foundation.

I have received limited information on this project. And still need more details in regards to the sidewalks and ramp leading up to the building.

During the construction of this project the site will need to be secured to protect the public from the work site.

I would suggest that temporary fencing be put up during the construction of this project.

Thank you

Tim Lincoln

Town of Eatonville  
Building Official